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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**CAMLAN, INC., a California
corporation; SALVADOR R.
MARQUEZ, an individual;
RANDALL PINA, an individual;
and AMALIA M. BROOKS, an
individual; and on behalf of all
others similarly situated,**

Plaintiffs,

v.

**GENERAL MOTORS LLC, a
corporation,**

Defendant.

CASE NO. SACV14-00535 JLS (ANx)

CLASS ACTION COMPLAINT FOR:

- 1) BUS. & PROF. CODE § 17200
et seq.**
- 2) BUS. & PROF. CODE § 17500
et seq.**
- 3) CIVIL CODE § 1750 et seq.**
- 4) BREACH OF IMPLIED
WARRANTY**
- 5) BREACH OF EXPRESS
WARRANTY**
- 6) UNJUST ENRICHMENT**
- 7) FRAUDULENT
CONCEALMENT**
- 8) NEGLIGENCE**

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

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1 Plaintiffs Camlan, Inc., a California corporation, Salvador R. Marquez,
2 Randall Pina, and Amalia M. Brooks, (“Plaintiffs”), individually and on behalf of
3 the Class described below, bring this action for damages and injunctive relief
4 pursuant to California’s Unfair Business Practices Act, Cal. Bus. & Prof. Code §§
5 17200, *et seq.*; the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et*
6 *seq.*; California’s Legal Remedy Act, Cal. Civil Code §§ 1750, *et seq.*; and for
7 violations of California common law against Defendant General Motors LLC
8 (“GM”). Plaintiffs complain and allege upon information and belief based, *inter*
9 *alia*, upon investigation conducted by Plaintiffs and Plaintiffs’ counsel, except as
10 to those allegations pertaining to Plaintiffs personally, which are alleged upon
11 personal knowledge:

12 **I. INTRODUCTION**

13 1. In the last fifteen years, GM has designed, manufactured, promoted,
14 marketed, and sold defective vehicles that pose known and significant dangers to
15 unsuspecting drivers, passengers, motorists, and pedestrians. GM allowed these
16 dangers to persist without taking adequate measures to eliminate the dangers or to
17 notify the government or public of the design defects. By doing so, GM
18 jeopardized public safety and fostered a corporate culture of complete disregard to
19 the safety concerns of its customers.

20 2. As far back as 2001, GM learned that vehicles designed,
21 manufactured, promoted, and sold by GM contained defective ignition switches
22 (the “Defective Vehicles”). However, GM took no action to remedy, mitigate,
23 and/or minimize the danger inherent in this faulty system to motorists, passengers,
24 or pedestrians. Instead of making an effort to repair these known defects, GM hid
25 this information. These issues have been known to GM since 2001 and have
26 caused at least thirteen (13) deaths and thirty-one (31) crashes. By ignoring safety
27 concerns, GM suppressed the dangers of defective ignition switches from the
28

1 public and the government and continued to design, manufacture, promote, and sell
2 vehicles with defective ignition switches.

3 3. The ignition switch in the Defective Vehicles has several common
4 switch points, including “RUN” or “ON,” “OFF,” and “ACC” or “accessory.”
5 When the ignition switch is in the “RUN” position, the vehicle’s motor engine is
6 running and the electrical systems have been activated. When the ignition switch
7 is in the “ACC” position, the motor is turned off but electrical power is activated,
8 generally only supplying electricity to the vehicle’s entertainment system. When
9 the ignition is in the “OFF” position, both the engine and electrical systems are
10 turned off. In most vehicles, a driver must intentionally turn the key in the
11 ignition switch to move to each position.

12 4. Because of the defects in the design, manufacture, and/or assembly,
13 the ignition switches installed in the Defective Vehicles are loose and improperly
14 positioned, making the switches susceptible to failure during normal and expected
15 conditions. Due to its defective design and improper position, the ignition switch
16 can unexpectedly and suddenly move from the “ON” or “RUN” position to the
17 “OFF” or “ACC” position (the “Ignition Switch Defect”). When this ignition
18 switch failure occurs, the motor engine and certain electrical components, such as
19 power-assisted steering, anti-lock brakes, and airbags, are abruptly turned off.

20 5. The Ignition Switch Defect can occur at any time during normal and
21 proper operation of the Defective Vehicles, making driving a game of Russian
22 roulette. The ignition can suddenly switch to “OFF” while the Defective Vehicle
23 is moving at high speeds, such as 65 mph on the freeway, leaving the driver
24 unable to control the vehicle, compromising the safety airbag system, and
25 endangering the vehicle occupants, other motorists, and pedestrians.

26 6. Although it knew of the Ignition Switch Defect, GM designed,
27 manufactured, promoted, and sold over **2.6 million** Defective Vehicles, including
28 the following models:

- 2005-2011 Chevrolet Cobalt;
- 2006-2011 Chevrolet HHR;
- 2006-2011 Pontiac Solstice;
- 2003-2007 Saturn Ion;
- 2007-2011 Saturn Sky; and
- 2005-2011 Pontiac G5.

7. More egregious than the technical failures, however, was the fact that GM senior management kept those failures secret for years. In 2013, a GM Senior Manager identified eighty (80) customer complaints that Chevrolet Cobalts had unexpectedly stopped or stalled since 2005. Despite numerous customer complaints, GM disregarded, ignored, hid, and disparaged the safety risks that the Defective Vehicles presented to the unsuspecting public. As a result of GM's actions, millions of lives were put at risk.

8. On April 1, 2014, GM Chief Executive Officer Mary Barra testified before the House Oversight and Investigations Subcommittee and called GM's slow response to at least 13 deaths linked to faulty ignition switches "unacceptable." However, Ms. Barra was unable to give U.S. lawmakers any answers as to why GM continued to sell Defective Vehicles.

9. During the April 2014 testimony, GM admitted that the cost to rectify the Ignition Switch Defect and to eliminate the significant risk created by the defect was a mere **\$0.57 per Defective Vehicle**. When questioned why GM did not spend the money to fix the Ignition Switch Defect, Ms. Barra stated that GM "had more of a cost culture" rather than a customer safety culture.

10. In order to save 57 cents per Defective Vehicle, GM turned a blind eye to the defects. GM waited nearly a decade to recall 2.6 million of the Defective Vehicles over the Ignition Switch Defect, knowing full well that a jarring of or too much weight on the ignition key could cause the switch to move

1 from the “ON” to the “ACC” position, thereby cutting power to air bags, steering,
2 and brakes.

3 11. GM’s disclosures and depositions leading to the recall suggest a
4 cultural landscape during the prior decade where employees worked in silos,
5 isolated from other departments and critical information. GM’s Chief Executive
6 Officer Mary Barra told Congress that people in one part of GM “didn’t recognize
7 information that would be valuable in another part of the company.”

8 12. GM’s misconduct has endangered drivers, passengers, motorists, and
9 pedestrians. GM claims that “[s]afety will always be a priority at GM. We
10 continue to emphasize our safety-first culture in our facilities, and as we grow our
11 business in new markets. Our safety philosophy is at the heart of the development
12 of each vehicle. In addition to safety, delivering the highest quality vehicles is a
13 major cornerstone of our promise to our customers.” GM violated this principle
14 by jeopardizing the lives and safety of millions of Americans when it sold
15 defective automobiles to consumers for many years. The extent of the defects is
16 still being discovered.

17 **II. JURISDICTION AND VENUE**

18 13. This Court has subject matter jurisdiction under 28 U.S.C. § 1332
19 (d)(2) (the “Class Action Fairness Act”) because the amount in controversy
20 exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and
21 members of the proposed Class are citizens of a state different than that of
22 Defendant.

23 14. This Court has personal jurisdiction over Defendant and venue is
24 proper because a substantial portion of the wrongdoing alleged in this Complaint
25 took place in this State and Defendant is authorized to do business here and
26 conducts business here. Defendant has sufficient minimum contacts with this
27 State, because Defendant intentionally availed itself of markets in this State by
28 promoting, marketing, and selling of its products and services in this State,

1 including the Defective Vehicles, to render the exercise of jurisdiction by this
2 Court permissible under traditional notions of fair play and substantial justice.

3 15. In particular, Defendant marketed, advertised, and sold automotive
4 vehicles in this State. The advertisements and other wrongful business practices at
5 issue in this litigation were, at least in part, directed at this State, rendering the
6 exercise of jurisdiction by this Court permissible.

7 16. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)
8 because the injury was suffered in this District and because a substantial part of
9 the events or omissions giving rise to Plaintiffs' claims occurred in this District.

10 17. This case should be assigned to the Central District of California since
11 there are more GM dealerships, more Defective Vehicles, more GM owners and
12 lessors, more consumers harmed, and more recall letters in California than any
13 other state. In addition, GM's headquarters for its Western Region is in Thousand
14 Oaks, Ventura County, within the Central District of California. The vast
15 majority of the sales and inventory of GM in the United States go through the
16 Southern California regional headquarters, which directs wholesale sales, service,
17 and parts teams working with dealers in Washington, Oregon, California, Arizona,
18 New Mexico, Nevada, Utah, Colorado, Wyoming, Montana, Idaho, Alaska, and
19 Hawaii. Venue in the Central District of California is therefore the most
20 appropriate venue for this case. This Court has diversity jurisdiction over this
21 action under 28 U.S.C. §§ 1332(a) and (d) because the amount in controversy for
22 the Class exceeds \$5,000,000, and Plaintiffs and other Class members are citizens
23 of a different state than Defendant.

24 **III. PARTIES**

25 **A. PLAINTIFFS**

26 18. Plaintiff **CAMLAN, INC.** is a California corporation, located at 2977
27 Ygnacio Valley Rd., #446, Walnut Creek, California. Scott Lane is the President
28 of Camlan, Inc.

1 19. On April 16, 2009, Camlan, Inc. purchased a 2007 Chevrolet HHR,
2 one of the cars recently identified by GM as a Defective Vehicle. On February
3 21, 2012, an employee of Camlan, Inc. was the victim of an auto accident while
4 driving the 2007 Chevrolet HHR. The employee was proceeding along Marsh
5 Creek Rd. in Clayton, CA, when another vehicle came around the bend, crossed
6 over the yellow line and, as a result, the 2007 Chevrolet HHR was in a collision.
7 During the course of the collision, the engine of the 2007 Chevrolet HHR
8 immediately shut off and the air bags did not deploy. The employee of Camlan,
9 Inc. was injured in the accident. The 2007 Chevrolet HHR was seriously
10 damaged and had to be sold for salvage. As a result, Plaintiff not only overspent
11 on a lower quality product, but also acquired a vehicle that posed an undisclosed
12 risk to the health and safety of Plaintiff. One of GM's main selling points has
13 been the efficiency, cost effectiveness, and safety of its vehicles. Plaintiff's
14 purchase was based, in significant part, on these representations and assertions by
15 GM. GM failed to disclose that most of its models over the last few years have
16 contained defective ignition switches that pose a serious risk of injury and death to
17 the driver and occupants, as well as other motorists and pedestrians on the road. If
18 GM had disclosed the nature and extent of its problems, Plaintiff would not have
19 purchased a vehicle from GM, or would not have purchased that the vehicle for
20 the price paid.

21 20. On March 23, 2010, Camlan, Inc. purchased a 2008 Chevrolet HHR,
22 one of the cars recently identified by GM as a Defective Vehicle. Since the
23 purchase of that 2008 Chevrolet HHR, employees of Camlan, Inc. have had
24 numerous problems with the ignition. In particular, it is difficult to turn the
25 ignition switch into the "ON" position, as the ignition often locks up and refuses
26 to turn.

27 21. Plaintiff **SALVADOR R. MARQUEZ** resides in Salinas, CA.
28

1 22. On or about August 7, 2013, Mr. Marquez purchased a 2006
2 Chevrolet HHR, which he still owns. Plaintiff's 2006 Chevrolet HHR is one of
3 the cars recently identified by GM as a Defective Vehicle. Plaintiff not only
4 overspent on a lower quality product, but also acquired a vehicle that posed an
5 undisclosed risk to the health and safety of Plaintiff. One of GM's main selling
6 points has been the efficiency, cost effectiveness, and safety of its vehicles.
7 Plaintiff's purchase was based, in significant part, on these representations and
8 assertions by GM. GM failed to disclose that most of its models over the last few
9 years have contained defective ignition switches that pose a serious risk of injury
10 and death to the driver and occupants, as well as other motorists and pedestrians
11 on the road. If GM had disclosed the nature and extent of its problems, Plaintiff
12 would not have purchased a GM vehicle, or would not have purchased the vehicle
13 for the price paid.

14 23. Plaintiff **RANDALL PINA** resides in Soledad, CA.

15 24. In April 2011, Mr. Pina purchased a 2011 Chevrolet HHR in Fresno,
16 CA. Pina still owns the 2011 Chevrolet HHR. Plaintiff's vehicle is one of the
17 cars recently identified by GM as a Defective Vehicle. Plaintiff not only
18 overspent on a lower quality product, but also acquired a vehicle that posed an
19 undisclosed risk to the health and safety of Plaintiff. One of GM's main selling
20 points has been the efficiency, cost effectiveness, and safety of its vehicles.
21 Plaintiff's purchase was based, in significant part, on these representations and
22 assertions by GM. GM failed to disclose that most of its models over the last few
23 years have contained defective ignition switches that pose a serious risk of injury
24 and death to the driver and occupants, as well as other motorists and pedestrians
25 on the road. If GM had disclosed the nature and extent of its problems, Plaintiff
26 would not have purchased a vehicle from GM, or would not have purchased that
27 the vehicle for the price paid.

1 25. Plaintiff **AMALIA M. BROOKS** resides in Los Banos, CA.

2 26. In December 2007, Ms. Brooks purchased a 2006 Chevrolet HHR in
3 Boise, ID. Plaintiff still owns the HHR. Plaintiff's vehicle is one of the cars
4 recently identified by GM as a Defective Vehicle. Plaintiff not only overspent on
5 a lower quality product, but also acquired a vehicle that posed an undisclosed risk
6 to the health and safety of Plaintiff. One of GM's main selling points has been the
7 efficiency, cost effectiveness, and safety of its vehicles. Plaintiff's purchase was
8 based, in significant part, on these representations and assertions by GM. GM
9 failed to disclose that most of its models over the last few years have contained
10 defective ignition switches that pose a serious risk of injury and death to the driver
11 and occupants, as well as other motorists and pedestrians on the road. If GM had
12 disclosed the nature and extent of its problems, Plaintiff would not have purchased
13 a vehicle from GM, or would not have purchased the vehicle for the price paid.

14 **B. DEFENDANT**

15 27. Defendant **GENERAL MOTORS LLC** ("GM") is a limited liability
16 company formed under the laws of Delaware with its principal place of business
17 located at 300 Renaissance Center, Detroit, Michigan. GM was incorporated in
18 2009. On July 10, 2009, GM acquired substantially all assets and assumed certain
19 liabilities of General Motors Corporation ("GM Corporation") through a Section
20 363 sale under Chapter 11 of the U.S. Bankruptcy Code.

21 28. Because GM acquired and operated GM Corporation and ran it as a
22 continuing business enterprise, and because GM was aware from its inception of
23 the ignition switch defects in the Defective Vehicles, GM is liable through
24 successor liability for the deceptive and unfair acts and omissions of GM
25 Corporation, as alleged in this Complaint.

26 **IV. CLASS ACTION ALLEGATIONS**

27 29. This action is brought by Plaintiffs, individually and on behalf of all
28 others similarly situated, pursuant to California's Unfair Competition Law and

False Advertising Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, and 17500, *et seq.*, and for violations of California common law. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23, on behalf of Plaintiffs and others similarly situated. The Class is defined as followed:

All persons in the United States who currently own or lease one or more of the following GM vehicles: (a) 2005-2011 Chevrolet Cobalt; (b) 2006-2011 Chevrolet HHR; (c) 2006-2011 Pontiac Solstice; (d) 2003-2010 Saturn Ion; (e) 2007-2011 Saturn Sky; or (f) 2005-2011 Pontiac G5. To the extent warranted, this list will be supplemented to include other GM vehicles that have the defective ignition switches. Excluded from the Class are Defendant herein and its legal representatives, parents, affiliates, heirs, successors, assigns, and any other person who engaged in the improper conduct described herein (the “Excluded Persons”).

30. Plaintiffs seek to recover damages for Plaintiffs and the Class under the Unfair Business Practices Act, Business & Professions Code §§ 17200, *et seq.*; False Advertising Law, Business & Professions Code §§ 17500, *et seq.*, Civil Code §§ 1750, *et seq.* and for violations of California common law. Plaintiffs also seek an injunction prohibiting Defendant from continuing to engage in the practices described herein.

A. NUMEROSITY OF THE CLASS

31. The Class is so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown at this time, Plaintiffs are informed and believe that the number of individuals who have purchased Defective Vehicles in the last ten years in the United States alone is over two million (2,000,000) people.

1 **B. EXISTENCE AND PREDOMINANCE OF COMMON**
2 **QUESTIONS OF LAW AND FACT**

3 32. Common questions of law and fact exist as to all Class members and
4 predominate over questions affecting only individual Class members. These
5 common questions include:

- 6 a. Whether GM engaged in a deceptive and unlawful advertising and
7 marketing campaign by concealing serious defects in its vehicles;
8 b. Whether and to the extent GM breached its express warranties
9 relating to the safety and quality of its vehicles;
10 c. Whether and to the extent GM breached any implied warranties
11 relating to the safety and quality of its vehicles;
12 d. Whether and to the extent GM engaged in unfair, false, misleading,
13 or deceptive acts or practices regarding its marketing and sale of its
14 vehicles;
15 e. Whether the conduct complained of herein constitutes deceptive
16 and misleading advertising in violation of Business & Professions
17 Code section 17200, *et seq.*;
18 f. Whether the conduct complained of herein constitutes an unfair,
19 illegal, and/or fraudulent business practice, in violation of Business
20 & Professions Code section 17500, *et seq.*;
21 g. Whether GM has been unjustly enriched as a result of the conduct
22 complained of herein;
23 h. Whether GM's conduct complained of herein is intentional and
24 knowing; and
25 i. Whether Plaintiffs and members of the Class are entitled to
26 damages, restitution, disgorgement of profits, declaratory relief,
27 punitive damages, and/or injunctive relief, as a result of GM's
28 conduct complained of herein.

1 **C. TYPICALITY**

2 33. Plaintiffs' claims are typical of the claims of other members of the
3 Class in that Plaintiffs and other Class members received the same standardized
4 misrepresentations, warranties, and nondisclosures about the safety and quality of
5 GM's vehicles. GM's misrepresentations were made pursuant to a standardized
6 policy and procedure implemented by GM. Plaintiffs are members of the Class
7 that Plaintiffs seek to represent and have suffered harm due to the unfair,
8 deceptive, unreasonable, and unlawful practices of GM.

9 **D. ADEQUACY OF REPRESENTATION**

10 34. Plaintiffs will fairly and adequately represent the interests of the
11 Class. Plaintiffs' interests are coincident with, and not antagonistic to, those of the
12 Class that Plaintiffs seek to represent. Plaintiffs are represented by experienced
13 and able attorneys, who intend to prosecute this action vigorously for the benefit
14 of Plaintiffs and all Class members. Plaintiffs and Plaintiffs' counsel will fairly
15 and adequately protect the interests of the Class members.

16 **E. PROPER MAINTENANCE OF CLASS**

17 35. Defendant has acted or refused to act, with respect to some or all
18 issues presented in this Complaint, on grounds generally applicable to the Class,
19 thereby making it appropriate to provide relief with respect to the Class as a
20 whole.

21 **F. SUPERIORITY**

22 36. A class action is the best available method for the efficient
23 adjudication of this litigation because individual litigation of Class members'
24 claims would be impracticable and unduly burdensome to the courts, and have the
25 potential to result in inconsistent or contradictory judgments. There are no
26 unusual difficulties likely to be encountered in the management of this litigation
27 as a class action. A class action presents fewer management problems and
28

1 provides the benefits of single adjudication, economies of scale, and
2 comprehensive supervision by a single court.

3 **V. FACTUAL BASIS FOR THE CLAIMS ASSERTED**

4 37. Ignoring known defects, GM suppressed the dangers of defective
5 ignition switches from the public and the government and continued to design,
6 manufacture, promote, and sell the Defective Vehicles, risking public safety to
7 increase corporate profits.

8 **A. MODELS RECALLED**

9 38. The ignition-switch recall covers more than 2.5 million cars. At this
10 time, GM has issued recalls for the following models:

11 **February 13, 2014 and February 25, 2014:**

- 12 • 2005 – 2007 Chevrolet Cobalt;
- 13 • 2005 – 2007 Pontiac G5;
- 14 • 2003 – 2007 Saturn Ion;
- 15 • 2006 – 2007 Chevrolet HHR;
- 16 • 2006 – 2007 Pontiac Solstice; and
- 17 • 2007 Saturn Sky.

18 **March 28, 2014:**

- 19 • 2008 - 2011 Pontiac Solstice;
- 20 • 2008 - 2011 Pontiac G5;
- 21 • 2008 - 2011 Saturn Sky;
- 22 • 2008 - 2011 Chevrolet Cobalt; and
- 23 • 2008 - 2011 Chevrolet HHR.

24 **B. GM'S IGNITION SWITCH DEFECT TIMELINE**

25 39. Since 2001, GM has known that the vehicles it designed,
26 manufactured, promoted, marketed, and sold contained the Ignition Switch
27 Defect. For over thirteen years, GM dismissed, ignored, concealed, and
28

1 disparaged these defects, selling over 2.6 million Defective Vehicles containing
2 the Ignition Switch Defect.

3 40. **2001**: GM determined a defect exists on the key system during pre-
4 production testing of the Saturn Ion. A pre-production report for the 2003 Saturn
5 Ion identified “two causes of failure” with the ignition switch: “[l]ow contact
6 force and low detent plunger force.”

7 41. **2002**: In February 2002, Delphi Automotive Systems, GM’s supplier,
8 informed GM in a Production Part Approval Process document that the ignition
9 switch did not meet GM’s specifications. Despite the warning, GM still approved
10 the ignition switch design.

11 42. **2003**: A service technician reported to GM that a Saturn Ion stalled
12 while driving, and that the weight of the owner’s keys had worn down the ignition
13 switch.

14 43. **2004**: During the time of the release of the 2005 Chevrolet Cobalt,
15 GM learned of an incident in which a 2005 Chevrolet Cobalt lost engine power
16 because the key moved out of the “RUN” position when the driver inadvertently
17 contacted the key or steering column.

18 44. GM employees were able to replicate the issue during test drives. An
19 engineering inquiry, known within GM as a Problem Resolution Tracking System
20 (PRTS), was opened to investigate the complaint that the “vehicle can be keyed
21 off with knee while driving.” Engineers believed that the low key cylinder torque
22 effort was an issue and considered a number of potential solutions. After GM
23 considered the time required, cost, and effectiveness of each of these solutions, the
24 PRTS was closed with **no action**.

25 45. **2005**: GM engineers met to consider making changes to the ignition
26 switch after receiving new field reports of Chevrolet Cobalts losing engine power.
27 The proposal was initially approved but was later cancelled. In dismissing the
28 proposed changes, a GM ignition switch engineer stated that the switch is “very

1 fragile and doing any further changes will lead to mechanical and/or electrical
2 problems.” The approved proposal was canceled because “lead-time for all
3 solutions is too long,” “tooling cost and piece price are too high,” and “[n]one of
4 the solutions seems to fully countermeasure the possibility of the key being turned
5 (ignition turned off) during driving.”

6 46. After another complaint of the vehicle turning off while driving, a
7 GM engineer advised the Company to redesign its key head, but the proposal was
8 ultimately rejected. GM posted a \$1.1 billion first quarter loss, blaming it on
9 union overhead and high gas prices harming SUV sales.

10 47. In July 29, 2005, Amber Marie Rose, 16, died in a frontal crash in her
11 2005 Chevrolet Cobalt in Maryland. Contractors hired by the National Highway
12 Traffic Safety Administration (“NHTSA”) found that the Chevrolet Cobalt’s
13 ignition had moved out of the “RUN” position and into the “ACC” position,
14 which cut off power to power steering the air bags.

15 **C. GM’S LEGAL STAFF OPENS A FILE ON THE CRASH**

16 48. In December 2005, GM issued an Information Service Bulletin
17 entitled “Information on Inadvertent Turning of Key Cylinder, Loss of Electrical
18 System and No DTCs,” which applied to 2005-06 Chevrolet Cobalts, 2006
19 Chevrolet HHR, 2005-06 Pontiac Pursuits (Canada only), 2006 Pontiac Solstice,
20 and 2003-06 Saturn Ions which all had the same ignition switch. The Service
21 Bulletin informed dealers that “there is a potential for the driver to inadvertently
22 turn off the ignition due to low ignition key cylinder torque/effort”; and “the
23 customer should be advised of this potential and should take steps to prevent it,
24 such as removing unessential items from their key chain.”

25 49. **2006:** On April 26, 2006, the GM design engineer responsible for the
26 Cobalt’s ignition switch signed a document approving changes to the ignition
27 switch proposed by the supplier, Delphi. The approved changes included, among
28 other things the use of a new detent plunger and spring that increased torque force

1 in the ignition switch. The new design was implemented into cars from the 2007
2 model and later.



13

14 50. On October 24, 2006, seventeen-year-old Wisconsin resident Megan
15 Phillips was driving her 2005 Chevrolet Cobalt with two passengers, eighteen-
16 year-old Natasha Weigel and fifteen-year-old Amy Rademaker. According to a
17 police report, the Cobalt left the road and struck a telephone junction box and two
18 trees while traveling 48 miles per hour. The police report stated that shortly after
19 the vehicle left the roadway and before the collision, the ignition switch was
20 turned from the “RUN” position to the “ACC” position. Ms. Phillips and her two
21 passengers were not wearing seat belts. A subsequent investigation by the
22 Wisconsin State Police found the air bags did not deploy. As a result of the
23 collision, the two passengers were tragically killed while Ms. Phillips, now
24 twenty-four years old, was critically injured and suffered permanent and severe
25 brain damage.

26 51. In October 2006, GM updated its December 2005 Service Bulletin to
27 include additional models and years, including the 2007 Saturn Ion and Sky, 2007
28

1 Chevrolet HHR, and 2007 Pontiac Solstice. GM also provided key inserts to
2 approximately 475 customers who brought their vehicle in to the dealer for
3 service.

4 52. **2007:** On March 29, 2007, GM employees met with NHTSA
5 representatives in Washington, D.C. to discuss occupant restraint systems. During
6 the meeting, NHTSA informed GM employees of the 2005 fatal crash of Amber
7 Marie Rose. GM investigative engineers began tracking frontal impact crashes
8 that involved Chevrolet Cobalts and airbags that did not deploy to identify similar
9 characteristics in the crashes. By the end of 2007, GM found ten (10) such
10 incidents, sensing and diagnostic module (SDM) data was available for nine (9) of
11 the ten (10) crashes, and that data showed that the ignition was in the “RUN”
12 position in five (5) of the crashes and in the “ACC” position in four (4) of the
13 crashes.

14 53. A 2007 report by Indiana University of the October 2005 crash
15 revealed that contact with the ignition switch could result in “engine shut down
16 and loss of power”

17 54. **2009:** In February 2009, another PRTS was opened and resulted in
18 the top of the key being changed from a “slot” design to “hole” design to reduce
19 downward force. The new key design was implemented in 2010 Chevrolet Cobalt
20 models – the last year the Cobalt was sold.



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25
26
27 GM’s original key could accommodate multiple rings.
28



GM's redesigned key could hold just one ring.

55. In April 2009, a 2005 Chevrolet Cobalt crashed in Pennsylvania, killing the Cobalt driver and front-seat passenger where the airbags failed to deploy. The report from the investigation stated that the ignition was in the "accessory" position.

56. On June 12, 2009, 18-year-old Christopher Hamberg was killed — not quite a month after the critical May 15 meeting of GM engineers about the ignition data. Driving his 2007 Chevrolet Cobalt home before dawn in Houston, he lost control at 45 miles per hour and hit a curb, then a tree, according to the police report.

57. On Dec. 13, 2009, twenty-year-old Benjamin Hair crashed into a tree in Charlottesville, Va., while driving home in a Pontiac G5. As of that date, GM records indicate GM had conducted five (5) internal studies about the ignition problem. Though Mr. Hair used his seatbelt, he died after the vehicle's air bags failed to deploy. "The police couldn't tell us what caused the accident," said Brenda Hair, his mother. The Hairs contacted GM, providing accident reports but no vehicle data, because the car's black box had been destroyed. "They came back and said they'd presented it to their board of engineers, and they couldn't say it was related" to a defect, Ms. Hair said.

58. **2010:** In January 2010, twenty-one-year-old Kelly Erin Ruddy burned to death in a car crash. Her mother, Mary Ruddy, said Kelly knew something was

1 wrong with her 2005 Chevy Cobalt. Three months after the crash, the car was
2 recalled for a power steering problem. Mrs. Ruddy said GM “dismissed us.”

3 59. In February 2010, NHTSA again recommended a probe into problems
4 with air bags in Chevrolet Cobalts, and the Office of Defects Investigation again
5 decided that there is no correlation and dropped the matter.

6 60. In March 2010, Jennifer Brooke Melton of Georgia took her
7 Chevrolet Cobalt in for service because the engine shut off while she was driving.
8 Four days later, she died in a collision.

9 61. During depositions in their suit last year, the Meltons learned from
10 GM engineers that the Company had been aware of potential problems with its
11 ignition systems before Brooke purchased her car in 2005. The Meltons’ lawyers
12 also found evidence that GM had altered the design of ignition switches after
13 Brooke purchased her Cobalt, but had done so without either notifying federal
14 regulators or car owners or changing the part number. The change, which
15 apparently occurred in 2006, increased the size of the detent plunger and spring, a
16 pair of parts that hold the ignition key in position – a change that an engineer hired
17 by the lawyers said seemed intended to increase the “torque force” holding the
18 key in place.

19 62. When deposed by Melton’s attorneys, GM engineer Ray DeGiorgio
20 testified that he was lead engineer for the ignition switch. When asked if he had
21 signed off on the change in the part, which was supplied by Delphi Mechatronics,
22 Mr. DeGiorgio said he did not recall authorizing such a change. Yet according to
23 a document obtained by NBC News, Mr. DeGiorgio signed off on a change to the
24 ignition switches supplied by Delphi Mechatronics on April 26, 2006. The reason
25 given for the change on the document was “to increase torque force in the switch.”

26 63. In March 2010, Amy Kosilla died in an accident after the air bags in
27 her Chevrolet Cobalt failed to deploy. “We sent the paperwork for the car to them
28

1 and they said there's nothing to this," said Neil Kosilla. "They said we had
2 nothing."

3 64. **2011:** GM launched a new investigation into 2005 – 2007 Chevrolet
4 Cobalts and the 2007 Pontiac G5 to determine why the air bags did not deploy in
5 crashes. According to GM, the results of the investigation were inconclusive.

6 65. In one of those cases, the company settled a lawsuit brought by the
7 family of twenty-five-year-old Hasaya Chansuthus, who crashed her 2006
8 Chevrolet Cobalt in Murfreesboro, Tennessee. After first resisting, the Company
9 negotiated a deal even though Ms. Chansuthus's blood-alcohol level was more
10 than twice the legal limit. Data from the black box — which records vehicle
11 systems information — showed that the key was in the accessory or off position,
12 according to court documents, and the air bags did not deploy.

13 66. **2012:** GM began to widen its investigation. However, once again
14 GM closed the investigation without reaching a conclusion.

15 67. Also in 2012, GM identified four (4) crashes and four (4)
16 corresponding fatalities (all involving 2004 Saturn Ions) along with six (6) other
17 injuries from four (4) other crashes attributable to the Ignition Switch Defect.

18 68. **2013:** Mary Barra is named as the new CEO of General Motors.

19 69. In June 2013, a deposition by a Chevrolet Cobalt program engineer
20 says the Company made a "business decision not to fix this problem," raising
21 questions of whether GM consciously decided to launch the Cobalt despite
22 knowing of the Ignition Switch Defect.

23 70. In the fall of 2013, months after an eighth internal study on the
24 Ignition Switch Defect had been issued, GM moved to cut off the flow of
25 damaging depositions related to one accident by settling the Melton wrongful-
26 death suit.

27 71. When Lance Cooper, a lawyer for the Melton family, deposed Victor
28 Hakim, a senior manager at GM, Mr. Cooper read more than 80 customer

1 complaints into the official record that were filed with GM beginning in 2005
2 about Chevrolet Cobalts that had unexpectedly stopped and stalled. On
3 September 13, 2013, GM settled the case. Under the terms of the settlement, the
4 details are confidential.

5 72. That same month, lawyers representing GM wrote to the lawyer in
6 another wrongful-death case demanding that the lawsuit be withdrawn. The family
7 of Allen Ray Floyd had sued GM after Mr. Floyd lost control of a 2006 Chevrolet
8 Cobalt in daylight near Loris, South Carolina. Two weeks earlier, his sister had
9 lost control of the same vehicle on the same road; she had it towed. The Company
10 contended the suit was “frivolous” because the accident occurred in July 3, 2009,
11 a week before the Company’s bankruptcy agreement took effect, which meant
12 GM was not liable for damages.

13 73. **2014**: In January 2014, a GM committee approved a recall of some of
14 the Defective Vehicles.

15 74. On January 31, 2014, Ms. Barra learned of the Ignition Switch Defect,
16 according to GM.

17 75. On February 6, 2014, GM issued its 10-K to the Securities and
18 Exchange Commission, which stated in part: “The costs and effect on our
19 reputation of product recalls could materially adversely affect our business. From
20 time to time we recall our products to address performance, compliance or safety-
21 related issues. The costs we incur in connection with these recalls typically
22 include the cost of the part being replaced and labor to remove and replace the
23 defective part. In addition product recalls can harm our reputation and cause us to
24 lose customers, particularly if those recalls cause consumers to question the safety
25 or reliability of our products. Any costs incurred or lost sales caused by future
26 product recalls could materially adversely affect our business. Conversely not
27 issuing a recall or not issuing a recall on a timely basis can harm our reputation
28 and cause us to lose customers for the same reasons as expressed above.”

1 76. The February 6, 2014 10-K for GM also included the following
2 statements:

3 a. “In the U.S. if a vehicle or vehicle equipment does not comply
4 with a safety standard or if a vehicle defect creates an unreasonable safety
5 risk the manufacturer is required to notify owners and provide a remedy.”

6 b. “We are committed to leadership in vehicle design, quality,
7 reliability, telematics and infotainment and safety....”

8 77. On February 7, 2014, GM notified NHTSA “that it determined that a
9 defect, which relates to motor vehicle safety, exists in 619,122 cars.”

10 78. On February 13, 2014, GM recalled 780,000 compact cars, including
11 Chevrolet Cobalts, Pontiac G5s, and Pontiac Pursuits (Canada only) from 2005-
12 2007 models.

13 79. On February 25, 2014, GM expanded its recall to include Saturn Ions
14 and three other vehicles, totaling 1.6 million vehicles worldwide.

15 80. On March 5, 2014, NHTSA demanded that GM turn over documents
16 that related to ignition switch problems.

17 81. On March 10, 2014, a House subcommittee announced it will hold a
18 hearing, eventually set for April 1, 2014. The Justice Department also announced
19 it was conducting a criminal probe. Also, GM hired two law firms to investigate
20 into the recall, with Anton “Tony” Valukas, who investigated Lehman Brothers
21 after the firm’s 2008 Collapse, leading the internal probe.

22 82. On March 18, 2014, Ms. Barra issued an apology on behalf of GM
23 and appointed a new global safety chief.

24 83. On March 28, 2014, GM expanded the small car recall to include
25 971,000 vehicles from the 2008-2011 model years, which may have had the
26 defective switches installed as replacement parts. To date, GM has recalled 2.6
27 million vehicles.

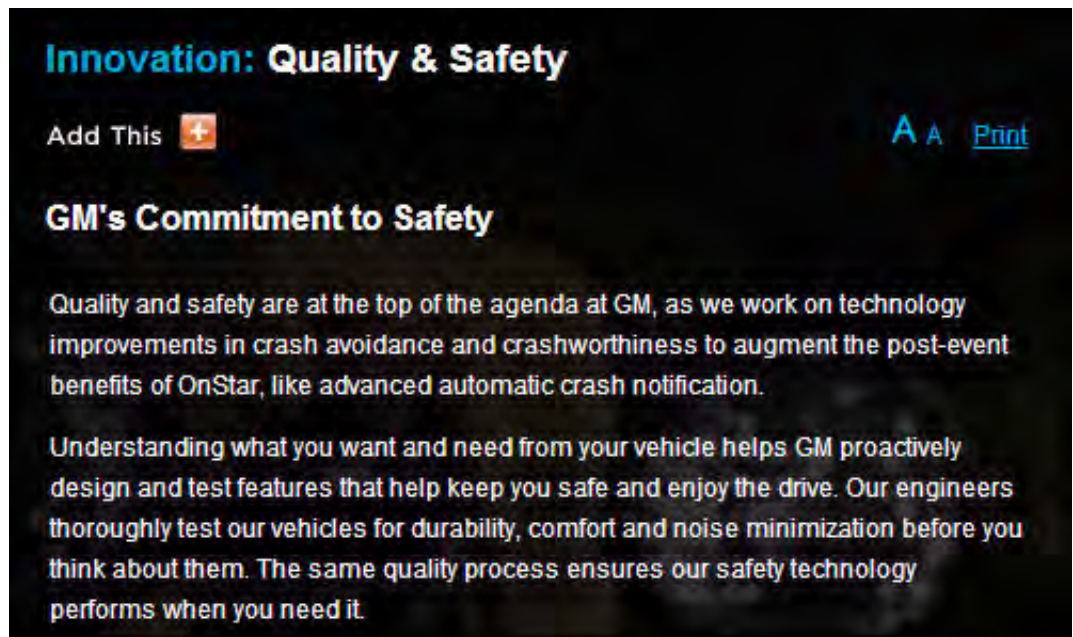
1 84. On April 1-2, 2014, Ms. Barra and NHTSA acting chief David
2 Friedman testified before the House Energy and Commerce Committee's
3 Subcommittee on Oversight and Investigations.

4 85. On April 7, 2014, GM expects replacement switches to be available at
5 dealerships. The Company said the repairs could take until October.

6 **D. GM'S "COMMITMENT TO SAFETY"**

7 86. GM claims that "[s]afety will always be a priority at GM. We
8 continue to emphasize our safety-first culture in our facilities, and as we grow our
9 business in new markets. Our safety philosophy is at the heart of the development
10 of each vehicle. In addition to safety, delivering the highest quality vehicles is a
11 major cornerstone of our promise to our customers." GM violated this principle
12 by jeopardizing the lives and safety of millions of Americans when it sold
13 defective automobiles to American consumers for many years.

14 87. Despite choosing corporate profits over safety, GM repeatedly touted
15 safety as a huge priority to the Company as stated on their website below:



1 **E. OVERSIGHT AND INVESTIGATIONS SUBCOMMITTEE**
2 **HEARING ON APRIL 1, 2014**

3 88. General Motors Chief Executive Officer Mary Barra went before the
4 Oversight and Investigations Subcommittee on April 1, 2014 and called GM's
5 slow response to at least 13 deaths linked to faulty ignition switches
6 "unacceptable," but was unable to give U.S. lawmakers any answers as to what
7 went wrong based on GM's internal investigation. **GM management was**
8 **slammed at the hearing when members of Congress claimed that people died**
9 **because GM failed to fix what amounted to a 57-cent problem.** Rep. Diana
10 DeGette, D-Colo, said, "We know GM made a series of terrible decisions, and we
11 know that this tragedy has exposed significant gaps in federal law that allowed
12 them to do so."

13 89. GM first learned of the problem with its ignition switches on
14 Chevrolet Cobalts, Saturn Ions, and other models in 2001, according to
15 documents, but no action was taken until February 2014. Lawmakers inquired
16 how GM could have missed or ignored so many red flags that faulty ignition
17 switches could unexpectedly turn off engines during operation and leave airbags,
18 power steering, and power brakes inoperable. Ms. Barra could not give a clear
19 and concise answer and could only say that GM was now doing a better job of
20 overseeing the quality of its products.

21 90. David Friedman on behalf of The National Highway Traffic Safety
22 Administration ("NHTSA") also went before the House Committee on Energy and
23 Commerce Subcommittee on Oversight and Investigations. Mr. Friedman said
24 that NHTSA is pursuing an investigation of whether GM met its timeliness
25 responsibilities to report and address the defect under Federal law – an
26 investigation that will end with holding GM accountable if it failed in those
27 responsibilities. According to Mr. Friedman's statement, "NHTSA is working to
28 ensure that GM has accounted for the full scope of vehicles that may be covered

1 by the recall, is ensuring that consumers receive the needed remedy as soon as
2 possible, and is providing consumers information and resources essential to keep
3 them safe until the vehicles can be fixed.”

4 91. GM first provided NHTSA with a chronology of events on February
5 24, 2014. The information in GM’s chronology raised serious questions as to the
6 timeliness of GM’s recall. As a result, NHTSA opened its current investigation
7 into GM’s timeliness on February 26, 2014. On March 4, 2014, NHTSA issued a
8 special order seeking documents and answers, submitted under oath, to questions
9 relevant about how quickly GM acted on information about the defect.

10 92. GM and NHTSA opted multiple times not to open a formal
11 investigation or declare a recall to address the faulty ignition switch. Mr.
12 Friedman was asked why NHTSA officials in 2007 overruled an agency employee
13 who said a formal defect investigation of the switches should be started. Mr.
14 Friedman responded that air-bag failures discovered after several fatal accidents
15 involving Chevrolet Cobalts did not necessarily indicate a defect because the
16 devices were designed not to deploy in certain situations. Mr. Friedman said, “We
17 need a better understanding between the vehicle’s power and air bags going off...
18 This connection is clearly something that has raised a lot of questions for us.”

19 93. Playing the blame game, Mr. Friedman said that NHTSA would have
20 acted decisively if GM had provided them with some of the facts that are now just
21 coming out. “If GM did not follow the law in getting information to us quickly,
22 we’re going to hold them accountable,” said Mr. Friedman.

23 94. GM had plenty of information to justify notifying the NHTSA earlier.
24 House investigators said in a memo that consumers complained to GM dealers
25 133 times about cars unexpectedly stalling or turning off when they went over
26 bumps or nudged the ignition key. GM technicians linked many of those
27 customer complaints to faulty ignition switches, at a time the Company was
28 denying a defect existed, according to the memo, which was based on an analysis

1 of GM's warranty-claims database. GM still has not reported most of those cases
2 to regulators.

3 95. GM's Board of Directors failed its essential purpose. The Board has a
4 Public Policy Committee. The principal purpose of GM's Public Policy
5 Committee is to provide oversight and guidance to management on, among other
6 things, "business responsibilities of the Company." The Public Policy
7 Committee's "primary responsibility is to review and provide counsel on issues
8 that significantly affect the Company's corporate reputation," including "vehicle
9 safety, manufacturing safety, and corporate social responsibility." By failing to
10 insist on safety as a priority, GM allowed a culture of cost savings over safety to
11 control the operations of the Company.

12 **F. GM'S POSITION ON THE DEFECTIVE VEHICLES**
13 **CHANGES OVER TIME**

14 96. Immediately prior to the April 1, 2014 hearing, House investigators
15 released an internal GM document (dated April 26, 2006) that showed a GM
16 engineer approved a critical change to a faulty ignition switch that had been linked
17 to thirteen (13) deaths.

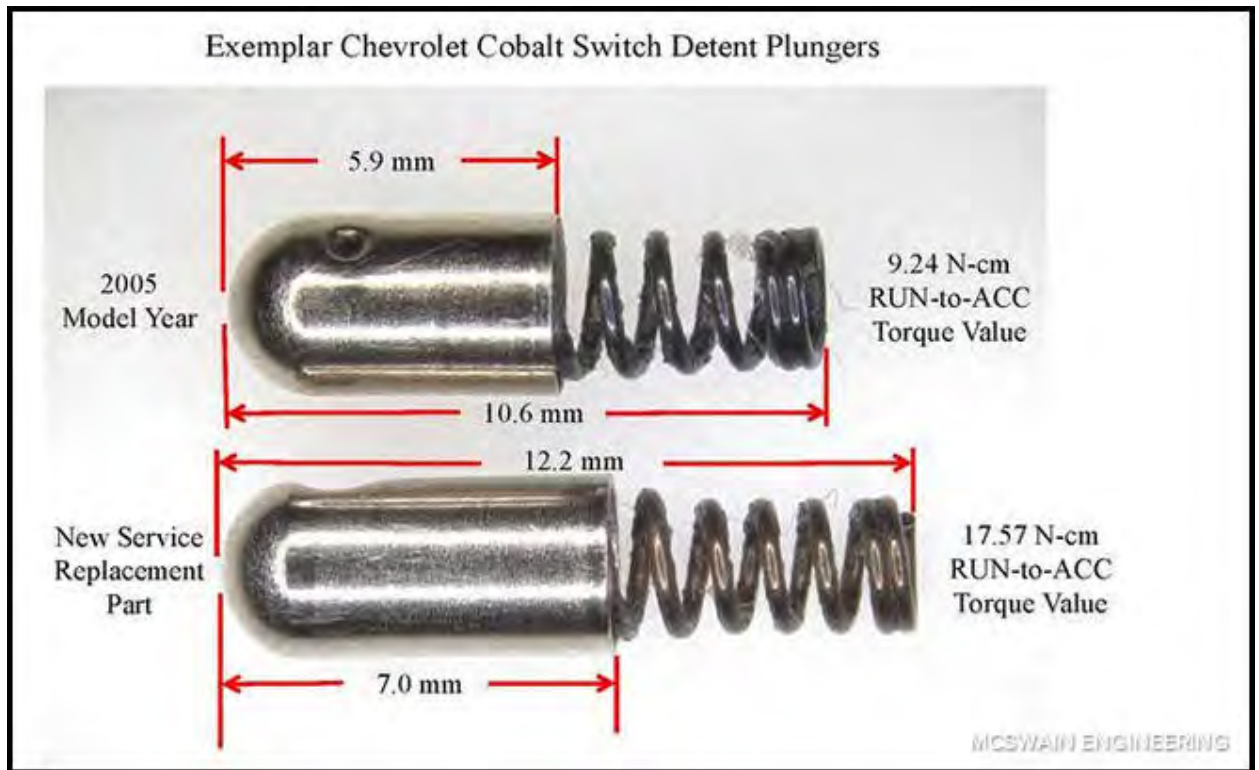
18 97. In April 2013, Ray DeGiorgio, the chief engineer on the Chevrolet
19 Cobalt, was deposed in a case involving a Georgia woman who was killed in a
20 Chevrolet Cobalt in 2009. Mr. DeGiorgio was asked about the differences
21 between the original switch and the replacement switch. Mr. DeGiorgio testified
22 that he saw the differences but could not explain why the part had been changed.
23 Mr. DeGiorgio also testified he had not approved the part change. But, according
24 to the April 26, 2006 internal GM document, Mr. DeGiorgio did indeed sign off
25 on the change. The reason given for the change on the document was "to increase
26 torque force in the switch."

27 Attorney: *"So if such a change was made, it was made without your*
28 *knowledge and authorization?"*

DeGiorgio: *“That is correct”*

Later in the deposition, DeGiorgio said, *“I can certainly tell you, I was not aware of this change.”*

98. According to House investigators, documents show GM altered the design of the ignition switches, but the alteration was done without either notifying federal regulators or car owners or changing the part number. The change apparently occurred in 2006 and increased the size of the detent plunger and spring, a pair of parts that hold the ignition key in position.



99. House committee members said the redesigned switch still did not meet GM’s minimum specifications, citing testing done at the time by the supplier, Delphi Automotive. This means the switches installed in 2008-2011 model year vehicles were still defective which contradicted GM’s statements that only switches produced before the 2006 redesign were faulty and potentially linking the defect to deaths.

1 100. On March 28, 2014, GM recalled the 2008-2011 vehicles, but said the
2 recall was done only to ensure that defective ignition switches were not installed
3 as replacement parts during their repair work. GM said that about 5,000 defective
4 switches had been used for repairs in those vehicles.

5 101. However, on March 27, 2014, members of Congress on the House
6 Energy and Commerce Committee met with Delphi officials and said there was
7 more to the story than what GM was disclosing. A March 31, 2014 letter sent to
8 GM signed by Reps. Henry Waxman, Diana DeGette, and Jan Schakowsky stated:
9 “Delphi confirmed that these testing results mean that the ignition switches
10 currently in use in 2008-2011 vehicles do not meet GM performance
11 specifications.”

12 102. In February 2014, GM disclosed to federal regulators that it knew of
13 problems with its ignition switches as early as 2001. GM told NHTSA that a
14 design engineer responsible for the Cobalt’s ignition switch “signed a document
15 approving changes to the ignition switches proposed by the supplier, Delphi
16 Mechatronics.”

17 103. A prepared chronology by GM wrote: “The approved changes
18 included, among other things, the use of a new detent plunger and spring that
19 increased torque force in the ignition switch... This change to the ignition switch
20 was not reflected in a corresponding change in the part number for the ignition
21 switch. GM believes that the supplier began providing the re-designed ignition
22 switch to GM at some point during the 2007 model year.”

23 104. Hours before the April 1, 2014 hearing, Congressman Henry
24 Waxman, D. California, said his staff had counted 133 cases between June 2003
25 and June 2012 when consumers told dealers that their cars were shutting off when
26 they went over bumps or brushed against the ignition. These 133 cases are:

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
ION	2003	3,474	6/6/2003
ION	2003	9,300	7/1/2003
ION	2003	10,027	7/14/2003
ION	2003	10,639	7/21/2003
ION	2003	10,639	7/21/2003
ION	2003	7,807	3/15/2004
ION	2003	18,568	3/15/2004
ION	2003	16,108	4/8/2004
ION	2003	16,192	4/12/2004
ION	2003	9,554	4/22/2004
ION	2003	15,031	5/1/2004
ION	2003	17,222	6/21/2004
ION	2004	18,209	6/24/2004
ION	2004	138	9/21/2004
ION	2004	6,583	3/1/2005
ION	2004	12,883	3/17/2005
ION	2004	8,182	4/20/2005
ION	2004	10,387	5/7/2005
ION	2004	7,945	6/29/2005
ION	2005	16,767	7/18/2005
ION	2004	19,963	7/22/2005
ION	2004	13,743	8/18/2005
ION	2004	31,456	8/25/2005
ION	2006	2,470	9/19/2005
HHR	2006	445	10/24/2005

CLASS ACTION COMPLAINT

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
ION	2004	17,185	12/5/2005
ION	2004	13,716	12/13/2005
ION	2005	12,420	1/9/2006
ION	2004	32,688	1/10/2006
ION	2006	10,221	1/27/2006
ION	2006	3,468	2/23/2006
ION	2005	7,042	6/14/2006
ION	2005	17,375	7/11/2006
ION	2005	17,375	7/11/2006
ION	2006	9,057	7/25/2006
ION	2003	53,753	7/26/2006
ION	2005	13,929	7/29/2006
HHR	2006	13,464	8/3/2006
ION	2006	9,112	8/7/2006
ION	2004	36,911	10/16/2006
ION	2005	25,505	11/2/2006
ION	2004	12,850	11/29/2006
ION	2004	12,850	11/29/2006
ION	2006	30,439	1/16/2007
Cobalt	2005	15,123	3/5/2007
ION	2004	34,084	4/9/2007
HHR	2007	2,143	4/30/2007
Cobalt	2005	32,096	5/2/2007
Cobalt	2006	17,214	5/7/2007
ION	2006	26,819	5/19/2007

CLASS ACTION COMPLAINT

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
ION	2006	22,937	5/21/2007
ION	2006	15,791	5/30/2007
ION	2006	17,025	6/7/2007
Solstice	2006	9,749	6/20/2007
ION	2006	31,500	7/2/2007
HHR	2006	25,940	7/19/2007
ION	2005	17,303	8/2/2007
ION	2006	24,741	8/2/2007
ION	2006	24,741	8/2/2007
Cobalt	2005	29,551	8/6/2007
ION	2006	11,161	8/6/2007
HHR	2006	35,804	8/7/2007
ION	2006	25,486	8/10/2007
ION	2005	28,000	8/11/2007
ION	2004	21,814	8/16/2007
ION	2004	21,814	8/16/2007
ION	2006	8,638	8/21/2007
HHR	2007	13,982	8/28/2007
ION	2006	30,221	8/29/2007
ION	2007	12,257	9/10/2007
Cobalt	2006	18,460	9/12/2007
ION	2006	12,421	9/20/2007
HHR	2006	23,241	10/9/2007
ION	2007	7,884	10/12/2007
ION	2006	33,477	10/15/2007

CLASS ACTION COMPLAINT

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
HHR	2006	29,383	10/23/2007
HHR	2006	40,859	10/24/2007
HHR	2006	49,914	10/30/2007
ION	2004	57,642	10/30/2007
ION	2005	31,006	11/7/2007
HHR	2006	29,358	12/12/2007
Cobalt	2006	23,058	1/3/2008
ION	2006	23,883	1/17/2008
HHR	2006	30,808	1/31/2008
ION	2006	29,725	2/8/2008
ION	2007	15,247	2/13/2008
ION	2007	15,247	2/13/2008
ION	2006	20,513	2/25/2008
HHR	2006	24,811	2/28/2008
ION	2007	26,043	3/6/2008
ION	2007	7,538	3/10/2008
HHR	2006	24,955	3/14/2008
ION	2006	28,568	3/14/2008
ION	2007	11,594	3/17/2008
ION	2005	21,919	3/24/2008
ION	2006	21,942	5/21/2008
ION	2006	21,942	5/21/2008
ION	2006	21,942	5/21/2008
HHR	2006	27,363	6/19/2008
ION	2006	29,177	6/25/2008

CLASS ACTION COMPLAINT

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
Cobalt	2006	32,014	6/28/2008
ION	2006	23,889	7/9/2008
Cobalt	2005	62,512	7/22/2008
Cobalt	2006	49,509	8/22/2008
Cobalt	2006	49,509	8/26/2008
Cobalt	2007	24,357	9/2/2008
ION	2006	32,805	11/29/2008
ION	2007	13,696	12/2/2008
ION	2007	28,760	12/5/2008
ION	2007	35,611	12/5/2008
Cobalt	2006	21,310	12/18/2008
ION	2007	19,342	12/29/2008
G5	2007	27,270	1/5/2009
Cobalt	2006	35,514	6/1/2009
ION	2006	49,934	7/21/2009
HHR	2007	23,203	8/24/2009
ION	2003	36,770	8/24/2009
Cobalt	2006	26,040	8/28/2009
Cobalt	2007	31,328	12/18/2009
HHR	2007	32,629	2/15/2010
G5	2007	36,226	7/28/2010
Cobalt	2006	49,186	8/5/2010
HHR	2006	54,499	8/6/2010
HHR	2006	35,939	9/2/2010
Cobalt	2006	47,432	9/8/2010

CLASS ACTION COMPLAINT

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>VEHICLE MILES</u>	<u>COMPLAINT DATE</u>
Cobalt	2007	24,443	9/29/2010
ION	2006	40,820	11/4/2010
Cobalt	2005	70,380	6/15/2011
HHR	2006	51,404	9/12/2011
Cobalt	2007	58,321	9/13/2011
HHR	2006	39,692	9/28/2011
Cobalt	2006	48,568	6/25/2012

105. This data was obtained from the General Motors’ warranty database which is not reported to NHTSA. As pointed out by the House Committee staff during the April 1, 2014 hearing, the warranty database “can provide an early warning of vehicle defects.” The staff went through 150,000 records to find the claims relating to the ignition switch. The staff quoted from the report’s comments that read: “When bumping ignition switch area vehicle will shut off”; and “vehicle stalls out when hitting bump/pothole in road, noticed at 50 MPH.”

G. GM IN 2002 APPROVED AN IGNITION SWITCH KNOWING IT DID NOT MEET COMPANY SPECIFICATIONS

106. On March 27, 2014, the House Committee staff had a two-and-a-half-hour briefing on issues related to the faulty ignition switch from Delphi Automotive key staff members. Delphi officials informed the Committee of important new information regarding the process by which production of the switch was approved and accepted by GM. Delphi explained the general process, known as the Production Part Approval Process (PPAP), used when the supplier works with large customers like GM. GM would provide a design and set of specifications and Delphi would then build the product and test it against

1 specifications and present the results of the testing to GM for final production
2 approval.

3 107. Delphi representatives told the Committee that the ignition switch was
4 designed, built, and then approved in February 2002 by GM via the PPAP
5 process. Delphi was unable to provide full documentation associated with the
6 PPAP process but did have documentation regarding the torque performance
7 testing results conducted as part of the PPAP. Delphi officials stated that it was
8 “well documented” in 2002 that the ignition switch did not meet the required
9 minimum torque specifications. The testing results were far below GM’s
10 specifications. There were 12 torque performance tests conducted on the ignition
11 switch at the time, and most tests showed a torque of between 4 and 10 N-cm, and
12 that only two of the 12 tests showed the ignition switch surpassing 10 N-cm.
13 GM’s specifications called for torque levels between 15 and 25 N-cm,
14 significantly above the results of the performance tests. Delphi said that despite
15 these results, GM officials still approved the ignitions switch for production and
16 that this ignition switch was used in the recalled vehicles in model years 2003-
17 2007.

18 **H. THE MODIFIED SWITCHES USED IN 2007-2011 VEHICLES**
19 **WERE ALSO APPROVED BY GM DESPITE NOT MEETING**
20 **COPANY SPECIFICATIONS**

21 108. Delphi representatives also told Committee members about the
22 redesign of the ignition switch that was produced beginning in April 2006.
23 According to Delphi officials, GM began discussions with Delphi about needing
24 to modify and re-test the ignition switch in mid-2005. Delphi agreed to modify
25 the design of the ignition switch and when presented to GM, got approval on a
26 design with a longer spring, and had Delphi produce prototypes and conduct
27 testing as part of a new PPAP that was approved by GM on April 26, 2006. This
28 document was signed by lead design engineer for GM, Ray DeGiorgio. Delphi

1 again could not provide complete documentation for the 2006 PPAP process but
2 did having testing results available. According to Delphi, most torque test results
3 for the 2006 ignition switches were in the 10 to 15 N-cm range, higher than the
4 older models, but still not meeting GM's documented specifications. These
5 results meant that the ignition switches used in 2008-2011 vehicles do not meet
6 GM's performance specifications.

7 109. In response to this revelation, GM countered that it was "unaware of
8 any reports of fatalities with this group of vehicles where a frontal impact
9 occurred, the front air bags did not deploy, and the ignition is in the 'accessory' or
10 'off' position." An analysis of NHTSA's Early Warning Report data shows that
11 there were fourteen (14) fatal crashes in the recalled 2008-2011 vehicles involving
12 a potential problem with an airbag, steering, electrical, or unknown component.
13 The Center for Auto Safety also identified a similar set of crashes in earlier GM
14 vehicles as those that "could indicated the ignition airbag defect."

15 110. GM and GM engineers have reportedly stressed the importance of
16 meeting the torque specifications on 15-25 N-cm. In a deposition for a Georgia
17 case involving a defective ignition switch in a 2005 Chevrolet Cobalt, Gary
18 Altman, the GM program engineer for the Chevrolet Cobalt, was asked:

19 Q: *"And the vehicle never should have been sold if it didn't meet GM's*
20 *minimum torque performance requirements, should it? ..."*

21 Altman: *"That's correct."*

22 Q: *"And the reason is because that could be dangerous under certain*
23 *situations because the key can move from run to accessory? ..."*

24 Altman: *"Yes."*

25 In the same case, GM engineer Ray DeGiorgio was asked,

26 Q: *"Why do you have a minimum torque requirement from run to*
27 *accessory?"*
28

1 DeGiorgio: *"It's a design feature that is required. You don't want anything*
2 *flopping around."*

3 Q: *"...the intent was also to make sure that when people were using the*
4 *vehicle under ordinary driving conditions, that if the key was in the run*
5 *position, it wouldn't just move to the accessory position?"*

6 DeGiorgio: *"That is correct."*

7 111. Brian Stouffer, another GM engineer also indicated in a deposition
8 that the torque values of the ignition switches on the later model vehicles were not
9 significantly different from the torque values on the older models. Stouffer
10 testified: *"The values are not substantially higher on the '08s and '09s... there's a*
11 *slight trend upwards, but '08s and '09s are not drastically different. The highest*
12 *was only – we were never higher than 20 newton centimeters. We never had one*
13 *exceed that... there is a slight trend upward [in torque values] from '07, but*
14 *there's definitely not separation. They overlap. The ranges [of ignition torque in*
15 *pre-2007 and post 2007 vehicles] overlap."* If what Mr. Stouffer said is true,
16 there could be significant risk from the ignition switches in the 2008-2011
17 vehicles.

18 112. Documents provided to the Congressional Committee confirm that top
19 GM officials knew of the out-of-spec ignition switches for 2008-2011 vehicles for
20 at least several months before announcing the recall. A presentation for GM's
21 December 17, 2013 high-level Executive Field Action Decision Committee
22 meeting showed that torque performance measurements for five of twelve 2008-
23 2010 model year vehicles ignition switches were below the minimum GM
24 required specifications. GM again acknowledged the importance of this
25 specification in the March 28, 2014 recall notice, which read:

26 *"If the torque performance is not to specification, and the*
27 *key ring is carrying added weight of the vehicle goes off*
28 *road or experiences some other jarring event, the ignition*

1 *switch may inadvertently be moved out of the ‘run’*
2 *position.”*

3 **I. GM VIOLATED THE TREAD ACT BY FAILING TO NOTIFY**
4 **THE NATIONAL HIGHWAY TRAFFIC SAFETY**
5 **ADMINISTRATION OF THE KNOWN DEFECTS**

6 113. Under the Motor Vehicle Safety Act (the “Safety Act”), 49 U.S.C. §§
7 30101, *et seq.*, and the Transportation Recall Enhancement, Accountability, and
8 Documentation Act (the “Tread Act”), 49 U.S.C. § 30170, GM is required to
9 recall and repair motor vehicle defects related to safety.

10 114. If a manufacturer learns that a vehicle contains a defect and that defect
11 is related to motor vehicle safety, the manufacturer must inform the Secretary of
12 Transportation. 49 U.S.C. § 30118(c)(1) & (2).

13 115. The Safety Act requires that manufacturers inform NHTSA within
14 five (5) working days of discovering “a defect in a vehicle or item of equipment
15 has been determined to be safety related, or a noncompliance with a motor vehicle
16 safety standard has been determined to exist.” The report to NHTSA must
17 immediately include the following information:

- 18 a. The manufacturer’s name;
19 b. The identification of the vehicles or equipment containing the defect,
20 including:
21 • The make, line, model year, and years of manufacturing;
22 • A description of the basis for the determination of the recall
23 population;
24 • How those vehicles differ from similar vehicles that the
25 manufacturer excluded from the recall; and
26 • A description of the defect.

27 116. The manufacturer must also inform NHTSA, as soon as possible,
28 regarding:

- a. The total number of vehicles or equipment potentially containing the defect;
- b. The percentage of vehicles estimated to contain the defect;
- c. A chronology of all principal events that were the basis for the determination that the defect related to motor vehicle safety, including a summary of all warranty claims, field or service reports, and other information, with their dates of receipt; and
- d. A description of the plan to remedy the defect.

117. If the Secretary of Transportation determines that the vehicle is defective, it will require the manufacturer to notify the owners, purchasers, and dealers of the defect and require it to remedy the defect or noncompliance. 49 U.S.C. § 30118(b)(2)(A) & (B).

118. Under the Tread Act, any manufacturer who violates 29 U.S.C. § 30166 must pay a civil penalty to the U.S. Government at \$7,000 per violation per day with a maximum penalty “for a related series of daily violations [of] \$17,350,000.” 49 C.F.R. § 578.6(c).

119. As described in detail above, since at least 2001, GM has known about the defective ignition switches in its vehicles. Despite being aware of the ignition switch defects, GM waited until February 7, 2014 before finally notifying NHTSA that it manufactured and sold vehicles with ignition switch defects that could disengage the vehicle’s power and airbags.

120. Notwithstanding its duty to do so, Defendant has known for many years, but has not disclosed to NHTSA or the public, how to fix the defects. GM failed to inform NHTSA about known defects in the Defective Vehicles. As a result, the public, including Plaintiffs and the Class, received no notice of the ignition switch defects until February 2014.

1 **VI. SUCCESSOR LIABILITY**

2 121. From the date of its formation, GM expressly assumed certain
3 obligations, including those obligations under the Tread Act, and is liable for its
4 nondisclosure and concealment of the Ignition Switch Defect from the date of its
5 formation to the present.

6 122. GM also has successor liability for GM Corporation's acts and
7 omissions in the marketing and sale of the Defective Vehicles because it has
8 continued the business enterprise of GM Corporation.

9 123. A significant number of GM Corporation employees remained
10 employed at GM, including managers, directors, and/or members of the Board,
11 demonstrating a continuity of knowledge. For example, GM's current CEO, Mary
12 Barra, was employed by GM Corporation in 1980. In February 2008, Ms. Barra
13 was appointed Vice President of Global Manufacturing Engineering – a position
14 in which she knew or should have known of the Ignition Switch Defect. Victor
15 Hakim, GM's Rule 30(b)(6) deponent concerning the Ignition Switch Defect,
16 began at GM Corporation in 1971. Mr. Hakim is now a Senior
17 Manager/Consultant in GM's Field Performance Assessment Department.

18 124. GM has continued to design, manufacture, promote, market, and sell
19 the same products as GM Corporation, including the Defective Vehicles.

20 125. GM acquired real property, contracts, books, records, goodwill, and
21 other intangible personal property of GM Corporation.

22 **VII. TOLLING OF THE STATUTE OF LIMITATIONS**

23 126. GM is estopped from relying on any statutes of limitation because of
24 its fraudulent concealment and misrepresentations of the true facts concerning the
25 Ignition Switch Defect in the Defective Vehicles. GM was, at all relevant times,
26 aware of the nature and existence of the defects in the subject vehicles, but at all
27 times continued to design, manufacture, certify, market, advertise, distribute, and
28 sell the Defective Vehicles without revealing the true facts concerning the defects,

1 in order to sell cars, to avoid bad publicity, and to avoid the expense of recalls.
2 The true facts about the Defective Vehicles continue to be concealed from the
3 public, including Plaintiffs.

4 127. All applicable statutes of limitation have been tolled by GM's
5 knowing and active fraudulent concealment and denial of the facts alleged herein.
6 Plaintiffs had no knowledge of, nor any reason to suspect, GM's concealment of
7 the Ignition Switch Defect in the Defective Vehicles. Plaintiffs had no knowledge
8 of facts sufficient to place Plaintiffs on inquiry notice of the claims set forth in this
9 Complaint, until shortly before this Complaint was filed.

10 128. Nor could Plaintiffs and the members of the Class have discovered the
11 violations through the exercise of reasonable diligence earlier than that time
12 because Defendant concealed the nature of its unlawful conduct and acts and
13 fraudulently concealed its activities through various other means and methods
14 designed to avoid detection.

15 129. Under the Tread Act, GM is required to inform NHTSA within five
16 (5) working days of discovering "a defect in a vehicle or item of equipment has
17 been determined to be safety related, or a noncompliance with a motor vehicle
18 safety standard has been determined to exist." In addition, GM is required to recall
19 and repair motor vehicle defects related to safety.

20 130. As described in detail above, since at least 2001, GM has known
21 about the defective ignition switches in its vehicles. Despite being aware of the
22 Ignition Switch Defect, GM waited until February 7, 2014 before finally notifying
23 NHTSA that it manufactured and sold vehicles with ignition switch defects that
24 could disengage the vehicle's power and airbags.

25 131. Due to its violations of the Tread Act and consumer protection laws
26 and its active concealment of pertinent information related to the Ignition Switch
27 Defect, any and all limitations periods otherwise applicable to Plaintiffs' claims
28 have been tolled.

1 **VIII. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **(Unfair Competition Law: Bus. & Prof. Code § 17200 et seq.)**

4 132. Plaintiffs hereby incorporate by reference the above paragraphs, as
5 though those allegations were fully set out herein.

6 133. The Unfair Competition Law, California Business and Professions
7 Code § 17200, provides that “unfair competition shall mean and include any
8 unlawful, unfair, or fraudulent business act or practice and unfair, deceptive,
9 untrue or misleading advertising and any act prohibited by” the False Advertising
10 Act, California Business and Professions Code § 17500. The Unfair Competition
11 Law provides that a Court may order injunctive relief and restitution as remedies
12 for any violation of the False Advertising Act.

13 134. Plaintiffs may pursue a representative claim on behalf of others in that
14 Plaintiffs meet the standing requirements of California Business and Professions
15 Code Section 17204 and complies with Section 382 of the California Code of
16 Civil Procedure.

17 135. At all times herein, Defendant has engaged in unfair and unlawful
18 business practices. Defendant’s business practices include, without limitation:

- 19 a. Selling to Plaintiffs and the Class vehicles which contain defects or
20 design flaws which make them inherently more dangerous than other
21 similar vehicles;
- 22 b. Failing to disclose to Plaintiffs and the Class that the vehicles sold to
23 such consumers contain a defect or design flaw which makes them
24 inherently more dangerous than other similar vehicles;
- 25 c. Failing to remedy the defects or design flaws which made Defendant’s
26 vehicles inherently more dangerous than other similar vehicles;
- 27
28

- d. Failing to design, manufacture, distribute, and sell a product which would perform in a safe manner when used in a reasonably foreseeable manner by a reasonable customer;
- e. Failing to timely inform NHTSA and vehicle owners, purchasers, and dealers of the ignition switch defects and to timely recall the Defective Vehicles; and
- f. Violating the other statutes and common law causes of action as alleged in this Complaint.

136. The business acts and practices of Defendant, as hereinabove described, constitute an unlawful business practice in violation of the Unfair Competition Law for the reasons set forth below, without limitation:

- a. The acts and practices violate California Civil Code §§ 1709 and 1710 and are therefore unlawful;
- b. The acts and practices violate California Civil Code § 1750, *et seq.*, and are therefore unlawful; and
- c. The acts and practices violate the Tread Act, 49 U.S.C. § 30101, *et seq.*, and are therefore unlawful.

137. The business acts and practices of Defendant as herein described also constitute an unfair business practice in violation of the Unfair Competition Law in that such acts and practices are substantially injurious to consumers and offensive to established California public policy.

138. The business acts and practices of Defendant as herein described constitute a fraudulent business practice in violation of the Unfair Competition Law in that such acts and practices are likely to deceive California consumers as to their legal rights and obligations.

139. Defendant's conduct has further injured Plaintiffs and the Class by impairing competition within the automotive vehicle markets, failing to disclose the defect to the NHTSA, and preventing Plaintiffs and the Class from discovering

1 that their vehicles were unsafe and unreliable and making fully informed decisions
2 about whether or not to lease, purchase, and/or retain the Defective Vehicles
3 and/or the price to be paid to lease and/or purchase the Defective Vehicles.

4 140. Plaintiffs and the Class have suffered harm as a proximate result of
5 the wrongful conduct of Defendant alleged herein, and therefore bring this claim
6 for restitution and disgorgement. Plaintiffs and the Class have suffered injury in
7 fact and have suffered an economic loss by, *inter alia*, (a) leasing and/or
8 purchasing an inferior product whose nature and characteristics render it of a
9 lesser value than represented, (b) incurring costs for diminished resale value of the
10 products purchased, (c) leasing and/or purchasing a product that poses a danger to
11 the health and safety of not only the purchaser but also other motorists,
12 passengers, and pedestrians, (d) incurring increased costs to repair the products
13 purchased, and (e) incurring costs for loss of use. Plaintiffs have suffered injuries
14 in fact and have lost money as a result of such unfair competition.

15 141. In leasing and/or purchasing the vehicles from Defendant, Plaintiffs
16 and the Class reasonably believed and/or depended on the material false and/or
17 misleading information provided by Defendant with respect to the safety and
18 quality of the vehicles manufactured and sold by Defendant. In other words,
19 Defendant induced Plaintiffs and the Class to purchase the Defective Vehicles
20 through the acts and omissions alleged herein.

21 142. Unless restrained and enjoined, Defendant will continue in the acts
22 and practices alleged above. Accordingly, the Court must issue an injunction
23 restraining and enjoining Defendant from advertising, selling, or otherwise
24 disseminating false and misleading information about its products or failing to
25 disclose relevant information. Plaintiffs and the Class further request an order
26 restoring any money or property, real or personal, which may have been lost by
27 means of Defendant's unfair and deceptive business practices.

1 143. In addition, pursuant to California Code of Civil Procedure Section
2 1021.5, Plaintiffs are entitled to recover Plaintiffs' reasonable attorneys' fees,
3 costs, and expenses incurred in bringing this action.

4 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth
5 below.

6 **SECOND CAUSE OF ACTION**

7 **(False Advertising Act: Bus. & Prof. Code § 17500 *et seq.*)**

8 144. Plaintiffs hereby incorporate by reference the above paragraphs, as
9 though those allegations were fully set out herein.

10 145. California Business and Professions Code § 17500, *et seq.*, the False
11 Advertising Act, prohibits any person, firm, corporation, or association, or any
12 employee thereof, with the intent to dispose of real or personal property, from
13 performing services or inducing the public to enter into any obligation relating to
14 property or services, disseminating an untrue or misleading statement concerning
15 such property or services which the defendant knew, or in the exercise of
16 reasonable care should have known, was untrue or misleading. A court may order
17 injunctive relief and restitution to affected members as remedies for any violations
18 of California Business and Professions Code Section 17500 as part of the Unfair
19 Competition Law.

20 146. At all times herein, Defendant has engaged in disseminating false and
21 misleading communications which misrepresent the characteristics, nature,
22 quality, and safety of the Defective Vehicles and have failed to disclose the true
23 quality and defects of these products. Defendant's business practices include,
24 without limitation:

- 25 a. Selling to Plaintiffs and the Class vehicles which contain defects or
26 design flaws which make them inherently more dangerous than other
27 similar vehicles;
28

- b. Failing to disclose to Plaintiffs and the Class that the vehicles sold to such consumers contain a defect or design flaw which makes them inherently more dangerous than other similar vehicles;
- c. Failing to remedy the defects or design flaws which made Defendant's vehicles inherently more dangerous than other similar vehicles;
- d. Failing to design, manufacture, distribute, and sell a product which would perform in a safe manner when used in a reasonably foreseeable manner by a reasonable customer;
- e. Failing to timely inform NHTSA and vehicle owners, purchasers, and dealers of the ignition switch defects and to timely recall the Defective Vehicles; and
- f. Violating the other statutes and common law causes of action as alleged in this complaint.

147. Defendant engaged in the advertising and the failure to disclose the defects and design flaws in its products herein alleged with the intent to induce Plaintiffs and the Class to purchase Defendant's products.

148. Defendant caused to be made or disseminated throughout California and the United States, through advertising, marketing, and other publications, statements that are untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendant, to be untrue or misleading to consumers and Plaintiffs. Defendant's advertising was untrue or misleading and likely to deceive the public in that the true characteristics and nature of the vehicles sold by GM were not as advertised.

149. In purchasing the vehicles from Defendant, Plaintiffs and the Class reasonably believed and/or depended on the material false and/or misleading information provided by Defendant with respect to the quality and safety of the vehicles being sold. In other words, Defendant induced Plaintiffs and the Class to purchase GM automotive products through the acts and omissions alleged herein.

1 150. In making and disseminating the statements herein alleged, Defendant
2 knew, or by the exercise of reasonable care should have known, that the
3 statements were and are untrue or misleading and so acted in violation of
4 California Business and Professions Code Section 17500. Moreover, Plaintiffs
5 and the Class were exposed to Defendant's advertising and its false and
6 misleading statements and were affected by the advertising in that Plaintiffs and
7 the Class believed it to be true and/or relied on it when making purchasing
8 decisions.

9 151. The business acts and practices of Defendant herein described also
10 constitute an unfair business practice in violation of the Unfair Competition Law
11 in that such acts and practices are substantially injurious to consumers and
12 offensive to established California public policy.

13 152. In addition, the business acts and practices of Defendant as herein
14 described constitute a fraudulent business practice in violation of the Unfair
15 Competition Law in that such acts and practices are likely to deceive consumers
16 as to their legal rights and obligations with respect to the purchase of vehicles
17 from GM.

18 153. Plaintiffs and the Class have suffered injury in fact and have suffered
19 an economic loss by, *inter alia*, (a) leasing and/or purchasing an inferior product
20 whose nature and characteristics render it of a lesser value than represented, (b)
21 incurring costs for diminished resale value of the products purchased, (c) leasing
22 and/or purchasing a product that poses a danger to the health and safety of not
23 only the purchaser but also other motorists, passengers, and pedestrians, (d)
24 incurring increased costs to repair the products purchased, and (e) incurring costs
25 for loss of use. Accordingly, the Court must issue an injunction restraining and
26 enjoining Defendant from sending or transmitting false and misleading advertising
27 to individuals or entities concerning the purported safety and quality of vehicles
28 from Defendant. Plaintiffs and the Class further request an order restoring any

1 money or property, real or personal, which may have been lost by means of
2 Defendant's false advertising.

3 154. In addition, pursuant to California Code of Civil Procedure Section
4 1021.5, Plaintiffs are entitled to recover Plaintiffs' reasonable attorneys' fees,
5 costs and expenses incurred in bringing this action.

6 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth
7 below.

8 **THIRD CAUSE OF ACTION**

9 **(Consumer Legal Remedy Act: Civil Code § 1750, et seq.)**

10 155. Plaintiffs hereby incorporate by reference the above paragraphs, as
11 though those allegations were fully set out herein.

12 156. The Consumer Legal Remedies Act, California Civil Code § 1750, *et*
13 *seq.* (hereinafter "CLRA"), was designed to protect consumers from unfair and
14 deceptive business practices. To this end, the CLRA sets forth a list of unfair and
15 deceptive acts and practices that are specifically prohibited in any transaction
16 intended to result in the sale or lease of goods or services to a consumer.

17 157. Defendant is a "person" within the meaning of Civil Code §§ 1761(c)
18 and 1770, and sells "goods" within the meaning of Civil Code §§ 1761(b) and
19 1770.

20 158. Plaintiffs are consumers within the meaning of Civil Code § 1761(d).

21 159. The subject vehicles constitute "goods" under California Civil Code §
22 1761(a).

23 160. The lease and/or purchase of vehicles by Plaintiffs and the Class from
24 Defendant constitutes a transaction within the meaning of Civil Code §§ 1761(e)
25 and 1770.

26 161. California Civil Code § 1770(a) provides that "[t]he following unfair
27 methods of competition and unfair or deceptive acts or practices undertaken by
28

1 any person in a transaction intended to result or which results in the sale or lease
2 of goods or services to any consumer are unlawful,” including:

- 3 a. In violation of § 1770(a)(2) of the CLRA, GM “misrepresent[ed] the
4 source, sponsorship, approval, or certification of goods.”
- 5 b. In violation of § 1770(a)(5) of the CLRA, GM “represent[ed] that
6 goods . . . have sponsorship, approval, characteristics, ingredients,
7 uses, benefits, or quantities which they do not have.”
- 8 c. In violation of § 1770(a)(7) of the CLRA, GM represented that goods
9 are of a particular standard, quality, or grade when they are of another.
- 10 d. In violation of § 1770(a)(9) of the CLRA, GM advertised goods with
11 the intent not to sell them as advertised.
- 12 e. In violation of § 1770(a)(14) of the CLRA, GM represented that the
13 transaction was supplied in accordance with a previous representation
14 when it was not.

15 162. By reason of the acts and practices alleged herein, Defendant has
16 engaged in unfair methods of competition and unfair or deceptive acts or practices
17 in a transaction intended to results or which results in the sale of goods to any
18 consumer, in violation of, *inter alia*, Civil Code §§ 1770(a)(2), (5), (7), (9), and
19 (14).

20 163. Defendant engaged in these unfair and/or deceptive acts and practices
21 with the intent that they result, and which did result, in the sale and/or lease of the
22 Defective Vehicles to Plaintiffs and members of the Class.

23 164. In purchasing the vehicles from Defendant, Plaintiffs and the Class
24 reasonably believed and/or depended on the material false and/or misleading
25 information provided by Defendant with respect to the safety and quality of the
26 GM vehicles. In other words, Defendant induced Plaintiffs and the Class to lease
27 and/or purchase the vehicles through the acts and omissions alleged herein.

1 165. In engaging in unfair or deceptive conduct in violation of the CLRA,
2 Defendant actively concealed and failed to disclose material facts about the true
3 characteristics and nature of the Defective Vehicles purchased by Plaintiffs and
4 the Class.

5 166. As a result of the unfair and deceptive acts and practices of Defendant
6 herein described, Plaintiffs and the Class have suffered damages in an amount to
7 be proven at trial.

8 167. Pursuant to California Civil Code §§ 1780 and 1781, Plaintiffs and the
9 Class hereby request certification of the Class, damages, injunctive relief,
10 restitution, attorneys' fees, costs, and expenses pursuant to California Civil Code §
11 1780(d) and California Code of Civil Procedure § 1021.5.

12 168. As a direct and proximate result of Defendant's violations of law,
13 Plaintiffs and the Class have been injured. Pursuant to the provisions of
14 California Civil Code § 1782, Plaintiffs demand that within thirty (30) days from
15 service of this Complaint, Defendant correct the deceptive practices described in
16 this Complaint, pursuant to California Civil Code § 1770. This includes providing
17 notice and full compensation to consumers who have purchased the affected
18 vehicles from GM. If Defendant fails to do so, Plaintiffs will amend this
19 Complaint to seek damages pursuant to Civil Code § 1782.

20 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth
21 below.

22 **FOURTH CAUSE OF ACTION**

23 **(Breach of Implied Warranty)**

24 169. Plaintiffs hereby incorporate by reference the above paragraphs, as
25 though those allegations were fully set out herein.

26 170. Defendant impliedly warranted to persons purchasing its products that
27 the products were what they were represented to be.
28

1 171. These implied warranties induced the community in general and
2 Plaintiffs and other Class members in particular to purchase the products from
3 Defendant. These implied warranties were both directly and indirectly believed
4 and relied upon by Plaintiffs and Class members and induced them to choose
5 Defendant's product. This reliance was justified by Defendant's skill, expertise,
6 and judgment in the design, manufacturing, testing, labeling, distribution, or sale
7 of such products.

8 172. At the time of the sale, Defendant had knowledge of the purpose for
9 which its products were purchased and impliedly warranted the same to be, in all
10 respects, fit and proper for this purpose.

11 173. Defendant breached its aforesaid warranties in that the products were
12 not fit for the purpose for which they were intended and used; rather Defendant
13 sold to Plaintiffs a product which was not fit for use. The defect in the products
14 existed prior to the delivery of the products to Plaintiffs and the Class.

15 174. Plaintiffs and the Class have suffered injury in fact and have suffered
16 an economic loss by, *inter alia*, (a) leasing and/or purchasing an inferior product
17 whose nature and characteristics render it of a lesser value than represented, (b)
18 incurring costs for diminished resale value of the products purchased, (c) leasing
19 and/or purchasing a product that poses a danger to the health and safety of not
20 only the purchaser but also other motorists, passengers, and pedestrians, (d)
21 incurring increased costs to repair the products purchased, and (e) incurring costs
22 for loss of use. Accordingly, the Court must issue an injunction restraining and
23 enjoining Defendant from sending or transmitting false and misleading advertising
24 to individuals or entities concerning the purported safety and quality of vehicles
25 from Defendant.

26 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth
27 below.
28

FIFTH CAUSE OF ACTION

(Breach of Express Warranty)

175. Plaintiffs hereby incorporate by reference the above paragraphs, as though those allegations were fully set out herein.

176. Defendant expressly warranted to persons purchasing its products that they were what they were represented to be.

177. These express warranties induced the community, in general, and Plaintiffs and members of the Class, in particular, to use and purchase Defendant's products. These express warranties were both directly and indirectly believed and relied upon by Plaintiffs and the Class and induced Plaintiffs and the Class to choose Defendant's product.

178. Defendant breached its aforesaid warranties in that its products were not fit for the use and purpose expressly warranted by Defendant.

179. Plaintiffs and the Class have suffered injury in fact and have suffered an economic loss by, *inter alia*, (a) leasing and/or purchasing an inferior product whose nature and characteristics render it of a lesser value than represented, (b) incurring costs for diminished resale value of the products purchased, (c) leasing and/or purchasing a product that poses a danger to the health and safety of not only the purchaser but also other motorists, passengers, and pedestrians, (d) incurring increased costs to repair the products purchased, and (e) incurring costs for loss of use. Accordingly, the Court must issue an injunction restraining and enjoining Defendant from sending or transmitting false and misleading advertising to individuals or entities concerning the purported safety and quality of vehicles from Defendant.

WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth below.

1 **SIXTH CAUSE OF ACTION**

2 **(Unjust Enrichment)**

3 180. Plaintiffs hereby incorporate by reference the above paragraphs, as
4 though those allegations were fully set out herein.

5 181. As a result of its continuous and systematic misrepresentations and
6 failure to disclose that the vehicles it had manufactured contained serious defects
7 that affected the ignition switch of its vehicles, Defendant was able to charge a
8 higher price for its vehicles, which did not match the item's value. Based on these
9 practices, Defendant was unjustly enriched.

10 182. Defendant knew, or should have known, of the benefit it was
11 receiving due to its misrepresentations and failure to disclose, and enjoyed the
12 benefit of increased financial gains, to the detriment of Plaintiffs and other Class
13 members, who paid a higher price for a product with a lower value. It would be
14 inequitable and unjust for Defendant to retain these unlawfully obtained profits.

15 183. Plaintiffs seek an order establishing Defendant as constructive trustee
16 of the profits unjustly obtained, plus interest.

17 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth
18 below.

19 **SEVENTH CAUSE OF ACTION**

20 **(Fraudulent Concealment)**

21 184. Plaintiffs hereby incorporate by reference the above paragraphs, as
22 though those allegations were fully set out herein.

23 185. Throughout the relevant time period, Defendant knew that the
24 Defective Vehicles contained defective ignition switches, presenting an
25 unreasonably dangerous propensity to suddenly switch off and thereby injure
26 drivers, passengers, motorists, and pedestrians.

27 186. Defendant fraudulently concealed from and/or failed to disclose to
28 Plaintiffs and the Class the true defective nature of the subject vehicle.

1 187. Defendant was under a duty to Plaintiffs and the Class to disclose and
2 warn of the defective nature of the subject vehicle because: (a) Defendant was in a
3 superior position to know the true state of the facts about the hidden defects in the
4 subject vehicles, and those defects were latent; (b) Defendant made partial
5 disclosures about the safety and quality of the subject vehicles while not revealing
6 their true defective nature; and (c) Defendant fraudulently and affirmatively
7 concealed the defective nature of the subject vehicles from Plaintiffs.

8 188. The facts concealed and/or not disclosed by Defendant to Plaintiffs
9 and the Class were material facts that a reasonable person would have considered
10 to be important in deciding whether or not to purchase and/or operate the subject
11 vehicles.

12 189. Defendant intentionally concealed and/or failed to disclose the true
13 nature of the problems with the Defective Vehicles for the purpose of inducing
14 Plaintiffs and the Class to act thereon, and Plaintiffs and the Class justifiably acted
15 or relied upon, to the detriment of Plaintiffs and the Class, the concealed and/or
16 non-disclosed facts, as evidenced by the purchase and operation of the Defective
17 Vehicles by Plaintiffs and the Class.

18 190. As a direct and proximate cause of Defendant's misconduct, Plaintiffs
19 and the Class have suffered actual damages as hereinabove alleged.

20 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth
21 below.

22 **EIGHTH CAUSE OF ACTION**

23 **(Negligence)**

24 191. Plaintiffs hereby incorporate by reference the above paragraphs, as
25 though those allegations were fully set out herein.

26 192. As the manufacturer and seller of automotive vehicles, Defendant had
27 a duty to Plaintiffs and the Class to not sell products that were defective and could
28 result in serious injuries to either Plaintiffs, the Class, or even innocent third

1 parties. Defendant breached that duty by designing, manufacturing, and selling
2 products to Plaintiffs and the Class that had a serious ignition switch defect
3 without disclosing these facts to Plaintiffs and the Class. That breach caused the
4 economic harm, injury, and/or damage to Plaintiffs and the Class that are
5 hereinabove set forth.

6 193. As a direct and legal result of this wrongful conduct, Plaintiffs and the
7 Class have been damaged as hereinabove alleged, in an amount to be ascertained
8 at the time of trial.

9 WHEREFORE, Plaintiffs pray for judgment against Defendant as set forth
10 below.

11 **IX. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray:


- 13 1. That this Court certify this case as a class action;
- 14 2. That this Court find and declare Defendant's acts and practices as
15 described herein to be unlawful, unfair, and fraudulent;
- 16 3. That Plaintiffs be awarded compensatory and general damages
17 according to proof;
- 18 4. That Plaintiffs be awarded past and future medical and incidental
19 expenses according to proof;
- 20 5. That Plaintiffs be awarded past and future loss of earnings and earning
21 capacity according to proof;
- 22 6. That Plaintiffs be awarded loss of personal property and personal
23 effects according to proof;
- 24 7. That Plaintiffs be awarded punitive damages according to proof;
- 25 8. That Defendant be preliminarily and permanently enjoined from
26 engaging in the unlawful, unfair, and fraudulent acts and practices
27 alleged herein;
- 28 9. That Defendant be ordered to make restitution to Plaintiffs;

10. That Plaintiffs be awarded attorneys' fees and expenses pursuant to California Code of Civil Procedure § 1021.5, California Civil Code § 1780, and any other statute which provides for award of such fees and expenses;
11. That Plaintiffs be awarded prejudgment interest on all sums collected;
12. For costs of suit herein incurred; and
13. Any other and further relief the Court may deem proper.

Dated: April 7, 2014

COTCHETT, PITRE & McCARTHY, LLP

By: _____


FRANK M. PITRE
Attorneys for Plaintiffs


X. JURY DEMAND

Plaintiffs demand trial by jury on all issues so triable.

Dated: April 7, 2014

COTCHETT, PITRE & McCARTHY, LLP

By: _____


FRANK M. PITRE
Attorneys for Plaintiffs

DECLARATION

I, SCOTT LANE hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am President of Camlan, Inc., a California Corporation. Camlan, Inc. is a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint filed in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC ("GM"), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2008 CHEV HHR which I purchased USED in ANAHEIM, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of WALNUT CREEK California, on April 4th, 2014.

By 
SCOTT LANE

DECLARATION

I, Salvador R. Margu, hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint filed in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC ("GM"), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2006 chevy HHR which I purchased used in Salinas, California. Private Party

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of Salinas California, on April 3rd, 2014.

By 
[NAME]

DECLARATION

I, Randall B. Pina hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint filed in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC ("GM"), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2011 HHR which I purchased new in Fresno, California. at Michael's Chevrolet

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of Salinas, California, on April 3d, 2014.

By Randall B. Pina
[NAME]

DECLARATION

I, Amelia M. Brooks hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. I am a Plaintiff in the above-entitled action.

3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Defendants do business in this District (the Central District of California) and throughout the State of California.

5. The Complaint filed in this matter contains a cause of action for violations of the Consumers Legal Remedies Act against General Motors, LLC ("GM"), a Delaware limited liability company doing business nationwide, including California.

6. I own a 2006 Chevy HHR which I purchased used in Boise, Id., ~~California~~ Lithia Ford Lincoln of Boise

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of Los Banos California, on April 3, 2014.

By [Signature]

[NAME]

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) CAMLAN, INC., a California corporation; SALVADOR R. MARQUEZ, an individual; RANDALL PINA, an individual; AMALIA M. BROOKS, an individual; and on behalf of all others similarly situated.	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) GENERAL MOTORS LLC, a corporation
(b) County of Residence of First Listed Plaintiff <u>Contra Costa</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Joseph W. Cotchett; Frank M. Pitre; Robert Hutchinson; Alexandra A. Hamilton COTCHETT, PITRE & MCCARTHY, LLP 840 Malcolm Road, Burlingame, CA 94010; Tel: (650) 697-6000; Fax: (650) 697-0577	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table border="1"><thead><tr><th></th><th>PTF</th><th>DEF</th><th></th><th>PTF</th><th>DEF</th></tr></thead><tbody><tr><td>Citizen of This State</td><td><input checked="" type="checkbox"/> 1</td><td><input type="checkbox"/> 1</td><td>Incorporated or Principal Place of Business in this State</td><td><input type="checkbox"/> 4</td><td><input type="checkbox"/> 4</td></tr><tr><td>Citizen of Another State</td><td><input type="checkbox"/> 2</td><td><input type="checkbox"/> 2</td><td>Incorporated and Principal Place of Business in Another State</td><td><input type="checkbox"/> 5</td><td><input checked="" type="checkbox"/> 5</td></tr><tr><td>Citizen or Subject of a Foreign Country</td><td><input type="checkbox"/> 3</td><td><input type="checkbox"/> 3</td><td>Foreign Nation</td><td><input type="checkbox"/> 6</td><td><input type="checkbox"/> 6</td></tr></tbody></table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1. Original Proceeding <input type="checkbox"/> 2. Removed from State Court <input type="checkbox"/> 3. Remanded from Appellate Court <input type="checkbox"/> 4. Reinstated or Reopened <input type="checkbox"/> 5. Transferred from Another District (Specify) _____ <input type="checkbox"/> 6. Multi-District Litigation
--

V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check "Yes" only if demanded in complaint.)
CLASS ACTION under F.R.Cv.P. 23: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ <u>OVER \$5,000,000</u>

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. § 1332 (d)(2), action for damages and injunctive relief pursuant to California's Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200, et seq.; the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, et seq.; Civil Code § 1750, et seq.; and for violations of California common law

VII. NATURE OF SUIT (Place an X in one box only.)												
<table border="1"><thead><tr><th>OTHER STATUTES</th><th>CONTRACT</th><th>REAL PROPERTY CONT.</th><th>IMMIGRATION</th><th>PRISONER PETITIONS</th><th>PROPERTY RIGHTS</th></tr></thead><tbody><tr><td><input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/Etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org. <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Admin. 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FOR OFFICE USE ONLY:

Case Number:

SACV14-00535 JLS (ANx)

CV-71 (11/13)

CIVIL COVER SHEET

Page 1 of 3

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western	

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input checked="" type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	SOUTHERN DIVISION

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed **in this court** and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed **in this court** that are related to the present case? ☐ NO ☒ YES

If yes, list case number(s): SEE ATTACHMENT A

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): FRANK M. PITRE



DATE: April 7, 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

ATTACHMENT A

<u>No.</u>	<u>Case Name</u>	<u>Case Number</u>	<u>Court</u>	<u>District Judge</u>
1.	<i>Chris Shollenberger v. General Motors, LLC</i>	2:14-cv-00582	M.D. Pennsylvania	Hon. Yvette Kane
2.	<i>Sylvia Benton v. General Motors, LLC</i>	5:14-cv-00590	C.D. California	Hon. James V. Selna
3.	<i>Devora Kelley v. General Motors Company</i>	8:14-cv-00465	C.D. California	Hon. James V. Selna
4.	<i>Galdina Maciel, Daniel Cortez, Cindy Wase, Zachary Dewitt, Roberta Cheraso, Demetrius Smith, Jenee Byrd, Ashuhan Leyva, Jim Gresik, Barbara Ellis Steele, Maria Raygoza, Barbara Gray, and Michelle Bennett v. General Motors, LLC</i>	3:14-cv-01339	N.D. California	Hon. Jeffrey S. White
5.	<i>Peggy Sue Jones v. General Motors, LLC</i>	4:14-cv-11197	E.D. Michigan	Hon. Gerswin A. Drain
6.	<i>Charles Silvas and Grace Silvas v. General Motors, LLC</i>	2:14-cv-00089	S.D. Texas	Hon. Nelva Gonzales Ramos
7.	<i>Adman Jawad v. General Motors, LLC</i>	4:14-cv-11151	E.D. Michigan	Hon. Mark A. Goldsmith
8.	<i>Katie Michelle McConnell v. General Motors, LLC</i>	8:14-cv-00424	C.D. California	Hon. James V. Selna
9.	<i>Rudy Woodward v. General Motors, LLC, Don McCue Chevrolet, Inc.</i>	1:14-cv-01877	N.D. Illinois	Hon. Ronald A. Guzman
10.	<i>Daryl Brandt and Maria Brandt v. General Motors, LLC</i>	2:14-cv-00079	S.D. Texas	Hon. Nelva Gonzales Ramos
11.	<i>Teleso Satele and Carlota Onofre v. General Motors, LLC</i>	8:14-cv-00485	C.D. California	Hon. Consuelo B. Marshall

<u>No.</u>	<u>Case Name</u>	<u>Case Number</u>	<u>Court</u>	<u>District Judge</u>
12.	<i>Martin Ponce v. General Motors, LLC</i>	2:14-cv-02161	C.D. California	Hon. John F. Walter
13.	<i>Nicole Heuler v. General Motors, LLC</i>	8:14-cv-00492	C.D. California	Hon. Andrew J. Guilford
14.	<i>Esperanza Ramirez, Penny Brooks, Stephanie Renee Carden, Melissa Cave, Diana Cnossen, Kim Genovese, Dianne Huff, Garrett S. Manicieri, Judy Murray, Judy Pickens, Linda Wright and Robert Wyman v. General Motors LLC, General Motors Holding, LLC, Delphi Automotive PLC, DPH-DAS LLC fka Delphi Automotive Systems, LLC</i>	2:14-cv-02344	C.D. California	Hon. Aubrey B. Collins
15.	<i>Daniel Ratzlaff v. General Motors, LLC</i>	2:14-cv-02424	C.D. California	Hon. Aubrey B. Collins
16.	<i>Dianne Ashworth, Karen Moore, David Dean, Sandra De Atley, Paul Glantz, Cathy Roads, Moraima Serpa and Steven Anderson v. General Motors, LLC</i>	2:14-cv-00607	N.D. Alabama	Hon. John H England, III
17.	<i>Tammie Balls and Jeffery A. Balls v. General Motors LLC</i>	2:14-cv-02475	C.D. California	Hon. Philip S. Gutierrez
18.	<i>Janice Ross, George Chambers and Robert Bellin v. General Motors LLC, General Motors Holding, LLC, Delphi Automotive PLC and DPH-DAS LLC</i>	1:14-CV-02148	E.D. New York	Unassigned

<u>No.</u>	<u>Case Name</u>	<u>Case Number</u>	<u>Court</u>	<u>District Judge</u>
19.	<i>Elizabeth Y. Grumet, ABC Flooring, Inc., Marcus Sullivan, Katelyn Saxson, Amy C. Clinton and Allison C. Clinton v. General Motors LLC</i>	3:14-cv-00713	S.D. California	Hon. Jeffrey T. Miller
20.	<i>Andre Hamid v. General Motors, LLC</i>	1:14-cv-00953	D. Colorado	Hon. Robert E. Blackburn
21.	<i>Kyle Phillip, Evelyn Torres and Kelly Kirkpatrick v. General Motors, LLC</i>	3:14-cv-08053	D. Arizona	Hon. David G Campbell
22.	<i>Sara Robinson, John Helcl, Richard Lewis and Denise Peterson v. General Motors LLC and Delphi Automotive PLC</i>	2:14-cv-02510	C.D. California	Hon. Otis D. Wright, II

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Josephine L. Staton and to
Magistrate Judge Arthur Nakazato .

The case number on all documents filed with the Court should read as follows:

SACV14-00535 JLS (ANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the assigned Magistrate Judge has been designated to hear discovery-related motions. All discovery-related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

April 7, 2014

Date

By A. Gonzalez

Deputy Clerk

ATTENTION

A copy of this Notice must be served on all parties served with the Summons and Complaint (or, in cases removed from state court, on all parties served with the Notice of Removal) by the party who filed the Complaint (or Notice of Removal).